

**Certificate of Notice Page 1 of 3**  
United States Bankruptcy Court  
Eastern District of Pennsylvania

In re:  
Cheryl L. Fillion  
Debtor

Case No. 16-13992-elf  
Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0313-2

User: DonnaR  
Form ID: pdf900

Page 1 of 1  
Total Noticed: 1

Date Rcvd: May 18, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on May 20, 2018.

db +Cheryl L. Fillion, 3511 Decatur Street, Philadelphia, PA 19136-3008

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.  
NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

**I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.**

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: May 20, 2018

Signature: /s/Joseph Speetjens

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**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on May 18, 2018 at the address(es) listed below:

BRADLY E ALLEN on behalf of Debtor Cheryl L. Fillion bealaw@verizon.net  
DENISE ELIZABETH CARLON on behalf of Creditor M&T Bank bkgroup@kmlawgroup.com  
JOSHUA ISAAC GOLDMAN on behalf of Creditor M&T Bank bkgroup@kmlawgroup.com,  
bkgroup@kmlawgroup.com  
KEVIN G. MCDONALD on behalf of Creditor M&T Bank bkgroup@kmlawgroup.com  
MATTEO SAMUEL WEINER on behalf of Creditor M&T Bank bkgroup@kmlawgroup.com  
THOMAS I. PULEO on behalf of Creditor M&T Bank tpuleo@kmlawgroup.com,  
bkgroup@kmlawgroup.com  
United States Trustee USTPRegion03.PH.ECF@usdoj.gov  
WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 8

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Cheryl L. Fillion a/k/a Cheryl L. Schmidt  
Debtor

CHAPTER 13

M&T Bank

Movant

vs.

NO. 16-13992 ELF

Cheryl L. Fillion a/k/a Cheryl L. Schmidt  
Debtor

Michael C. Fillion

Co-Debtor

11 U.S.C. Sections 362 and 1301

William C. Miller, Esq.

Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$3,233.20**, which breaks down as follows;

Post-Petition Payments:	January 1, 2018 to March 1, 2018 at \$734.08/month
Suspense Balance:	\$0.04
Fees & Costs Relating to Motion:	\$1,031.00
<b>Total Post-Petition Arrears</b>	<b>\$3,233.20</b>

2. The Debtor shall cure said arrearages in the following manner:

a). Within seven (7) days of the filing of this Stipulation, Debtor shall make a down payment in the amount of \$2,202.20.

3. Beginning on April 1, 2018 and continuing through September 1, 2018, the Debtor shall pay to Movant the present regular monthly mortgage payment of \$734.08 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of \$171.83 from April 1, 2018 to August 1, 2018 and \$171.85 on September 1, 2018 towards the fees and costs relating to the Motion for Relief on or before the last day of each month to the address below;

M&T Bank  
P.O. Box 62182  
Baltimore, Maryland 21264-2182

4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: March 2, 2018

By: /s/ Kevin G. McDonald, Esquire  
Kevin G. McDonald, Esquire  
Attorney for Movant/Creditor

Date: 5/3/18

Bradley E. Allen, Esquire  
Bradley E. Allen, Esquire  
Attorney for Debtor

Cheryl L. Fillion  
CHERYL L. FILLION

Date: 5/15/18

William C. Miller  
William C. Miller  
Chapter 13 Trustee

NO OBJECTION  
\*without prejudice to any  
trustee rights or remedies.

## ORDER

Approved by the Court this 18th day of May, 2018. However, the court retains discretion regarding entry of any further order.

Eric L. Frank  
Bankruptcy Judge  
Eric L. Frank